

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2018-122-T - ORDER NO. 2018-450

JULY 18, 2018

IN RE:	Application of Gentle Giant Moving)	ORDER GRANTING
	Company (NC), LLC for a Class E)	CLASS E (HOUSEHOLD
	(Household Goods) Certificate of Public)	GOODS) CERTIFICATE
	Convenience and Necessity for Operation of)	
	Motor Vehicle Carrier)	

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Gentle Giant Moving Company (NC), LLC (“Applicant”) for a Class E (Household Goods) Certificate of Public Convenience and Necessity. The Applicant seeks statewide authority to move household goods in South Carolina. Notice of this matter was timely published pursuant to 10 S.C. Code Ann. Regs. 103-817(C)(3)(a). No parties intervened, and a hearing on the Application was held on June 20, 2018, in the offices of the Commission.

The parties at the hearing included the Applicant, represented by John J. Pringle, Esquire, and the Office of Regulatory Staff (“ORS”), represented by Lessie Hammonds, Esquire. The Applicant presented the testimony of Robert Farnum, Applicant’s Manager for North Carolina, and Lisa Rivard, Director of Compliance and Risk Management. In addition, Applicant offered the shipper witness deposition testimony of Lisa Satterfield, a real estate broker.

ORS did not present testimony, but submitted a letter to the Commission on June 15, 2018, stating that ORS staff is of the opinion that the Applicant will meet the

requirements of fit, willing and able as required of a Household Goods Mover under the provisions of 10 S.C. Code Ann. Regs. 103-133. However, ORS did make its Transportation Program Coordinator, Thomas McGill, available for questions from Commissioners, and Mr. McGill did testify.

For the Applicant, Mr. Farnum testified about the Applicant's knowledge and experience in the moving industry and stated that he was aware of and intended to comply with the Commission's regulations concerning household goods movers. Ms. Rivard testified about the liability and cargo insurance obtained by the Applicant, as well as the financial condition of the Applicant. Additionally, Ms. Satterfield testified about the need for an additional mover throughout the state.

The Commission finds the Application to be in order. Additionally, we conclude that the Applicant has demonstrated that it is fit, willing, and able to operate as a household goods mover pursuant to S.C. Code Ann. § 58-23-330 and 10 S.C. Code Ann. Regs. 103-133. Furthermore, we find that the public convenience and necessity is not already being served by an existing authorized service. Therefore, the Application of Gentle Giant Moving Company (NC), LLC should be granted.

Following the hearing in this matter, the Applicant requested that it be allowed to use the "doing business as" name of "Gentle Giant Moving and Storage." During the hearing in this Docket, Applicant witness Robert Farnum, during his explanation of the equipment used by the Applicant for household goods moves, showed pictures of trucks bearing this "doing business as" name. The Commission approves the use of this name.

IT IS THEREFORE ORDERED:

1. The Application of Gentle Giant Moving Company (NC), LLC for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods throughout South Carolina. The Applicant is further expressly authorized to use the name “Gentle Giant Moving and Storage” on its equipment and promotional materials, as it has done for some time in all of the several locations it operates in multiple states.

2. The Final Tariff and Bill of Lading are approved and attached hereto as Order Appendix A.

3. The Applicant shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S.C. Code Ann. Section 58-23-10 et. seq. (1976), as amended, and by 10 S.C. Code Ann. Regs. 103-100 through 103-241 of the Commission’s Rules and Regulations for Motor Carriers, as amended, and 2 S.C. Code Ann. Regs. 38-400 through 38-503 (Supp. 2014) of the Department of Public Safety’s Rules and Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.

4. Upon compliance with S.C. Code Ann. Section 58-23-10 et. seq. (1976), as amended, and the applicable Regulations for Motor Carriers, S.C. Code Ann. Regs. Vol. 10 (1976), as amended, a Certificate shall be issued by the Office of Regulatory Staff authorizing the motor carrier services granted herein.

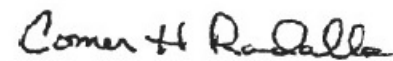
5. Prior to compliance with the above-referenced requirements and receipt of a Certificate, the motor carrier services authorized by this Order shall not be provided.

6. Failure of the Applicant to either (1) complete the certification process by complying with the Office of Regulatory Staff requirements of causing to be filed with the Commission proof of appropriate insurance and an acceptable safety rating within ninety (90) days of this Order or (2) to request and obtain from the Commission additional time to comply with the requirements stated above, will cause this Order granting the Application to be null and void, and the Application herein shall be dismissed without prejudice. In this event, no further order of this Commission is necessary.

7. Pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014), the ORS is requested to furnish the name and docket number of the Applicant to the Commission, should the Applicant fail to meet the requirements of the present Order. After such notification, the Docket shall be closed.

8. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:


Comer H. "Randy" Randall, Chairman

ATTEST:


Jocelyn Boyd, Chief Clerk/Administrator

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE
STATE OF SOUTH CAROLINA**

Gentle Giant Moving Company (NC), LLC dba Gentle Giant Moving & Storage

South Carolina Household Goods Tariff

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Gentle Giant Moving Company (NC), LLC dba Gentle Giant Moving & Storage South Carolina Household Goods Tariff

Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Gentle Giant Moving Company (NC), LLC ("Gentle Giant"). These services are furnished between points and places in the State of South Carolina.

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South Carolina Household Goods Tariff

SECTION 1

1.0 TRANSPORTATION CHARGES

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Gentle Giant office location, and the clock stops when the movers return back to the office once they have unloaded at the customers' new home.

Off-Season (October, November, December, January, February, March) Weekdays (Monday-Thursday)

One Mover	\$70/hour
Two Movers	\$110/hour
Three Movers	\$160/hour
Each Additional Mover	\$45/hour
Each Additional Truck	\$20/hour

Off-Season Weekend (Friday-Sunday)

One Mover	\$85/hour
Two Movers	\$125/hour
Three Movers	\$185/hour
Each Additional Mover	\$45/hour
Each Additional Truck	\$20/hour

On-Season (April, May, June, July, August, September) Weekdays (Monday-Thursday)

One Mover	\$85/hour
Two Movers	\$125/hour

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Three Movers	\$185/hour
Each Additional Mover	\$45/hour
Each Additional Truck	\$20/hour

On-Season Weekend (Friday-Sunday)

One Mover	\$85/hour
Two Movers	\$125/hour
Three Movers	\$185/hour
Each Additional Mover	\$45/hour
Each Additional Truck	\$20/hour

1.2 Minimum Hourly Charges

Customers will be charged a three-hour minimum, and then in fifteen-minute increments thereafter. If customers cancel within 48 hours of their move, Gentle Giant will charge the applicable minimum.

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Gentle Giant Moving Company (NC), LLC dba Gentle Giant Moving & Storage South Carolina Household Goods Tariff

SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1.1 of this tariff.

2.1 Bulky Article Charges (per item)

SERVICE (Bulky Articles, Loading/Unloading Charges, Wgt. Additives)	PER	RATES
When a shipment includes bulky items as named below, the following additional loading and unloading charge or weight additive will apply: LOADING AND UNLOADING CHARGES include BOTH loading and unloading service and the handling and blocking of such article, and applies each time loading and unloading service is required (except for carrier convenience).		
AIRPLANES OR GLIDERS	Each	\$198.00
AUTOMOBILES, TRUCKS OR VANS	Each	\$139.35
FARM TRACTORS	Each	\$118.75
HOT TUBS, SPAS, WHIRLPOOLS, & JACUZZIES over 100 cu. ft	Each	\$137.75
MOTORCYCLES, TRACTORS, GO CARTS, & RIDING MOWERS under 25 H.P.	Each	\$79.15
SNOWMOBILES OR RIDING GOLF CARTS	Each	\$79.15
SATELLITE T.V., RADIO DISCS, OR DISHES 4 ft. & over	Each	\$129.10
TRACTORS, RIDING MOWERS 25 H.P. & over, and ALL TERRAIN VEHICLES 110 cc and over	Each	\$118.75
TRAILERS (other than boat trailers)	Each	\$87.75
CAMPERS, UNMOUNTED ON TRUCKS (designed for carriage or pickup trucks)	Each	\$227.45
CAMPERS MOUNTED ON PICKUP TRUCKS (apply above charge for trucks)		
PLAYHOUSES, TOOL SHEDS, UTILITY SHEDS (transported set-up, not dismantled, in excess of 100 cu. ft.)	Each	\$149.75
HOME GYM EQUIPMENT – ELECTRONIC STAIRSTEPPERS, TANNING BEDS, ELECTRONIC NORDIC TRACKS, AND BOWFLEXES	Each	\$79.15
LARGE SCREEN TVs (over 40 inches)	Each	\$132.85
ANY BULKY ARTICLE OVER 400 LBS. not specified above	Each	\$111.80

2.1.1 Right to Decline to Move Items

Company reserves the right to decline, at its sole discretion, to move particular items because of their bulk or fragile nature. No slate top pool tables will be moved.

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2.2 Piano, Organ, Pool Tables, or Laden Home Freezer Carry Charges

SERVICE (Piano, Organ, Pool Tables, Etc.)	PER	RATES
PIANO, ORGAN, POOL TABLES, OR LADEN HOME FREEZER CARRY CHARGES:		
HANDLING CHARGE for pipe organs, all grand pianos, and all other pianos of 38 inches or more in height. (Charge is in addition to the flight carry charges)	Flat Charge	\$82.65
HANDLING CHARGE for all other types of organs and all other pianos less than 38 inches in height. (Charge is in addition to the flight carry charges)	Flat Charge	\$60.30
HANDLING CHARGE for any laden home freezer containing frozen foods (Charge is in addition to the flight carry charges).	Flat Charge	\$68.90
HANDLING CHARGE for pool tables with slate tops which are at least 42 inches in width, 84 inches in length, and weight more than 400 lbs. This charge does not include disassembling or reassembling by carrier. When such service is rendered by carrier, the Labor Charge in Item 4 will apply. (Charge is in addition to the flight carry charges)	Flat Charge	\$94.60
FLIGHT CARRY CHARGE-INSIDE A BLDG. OR HOUSE:		
First Flight (one floor or story to the next floor or story)	First Flight	\$24.75
Each additional flight	Flight	\$12.40
FLIGHT CARRY CHARGE-OUTSIDE A BLDG. OR HOUSE:		
First Flight (8 but not more than 20 steps)	First Flight	\$23.80
Each additional step over 20 steps	Step	\$0.50

2.3 Pick Up and Delivery

The Company does not charge an additional fee for making additional pick- ups or deliveries after the initial stop.

2.4 Packing and Unpacking

We are not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. We reserve the right to decline any moves consisting of extremely large or fragile items.

2.5 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, washers, dryers, and similar articles.

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2.6 Waiting Time

Customers will be charged for waiting time the same as the appropriate hourly rate.

2.7 Fuel Surcharge

On the first Monday of each calendar month, the "Central Atlantic Average" price of diesel fuel will be based on the price stated by the US Department of Energy (DOE), Energy Information Administration's (EIA) survey of "Retail on- Highway Diesel prices". This price will be obtained by calling the DOE fuel hotline at 202-586-6966 or via the DOE Internet website at www.eia.doe.gov.

Note 1: If the Central Atlantic fuel surcharge price per gallon exceeds \$.650, herein, the surcharge will be increased by an additional \$.50 for every \$.50, or fraction thereof, per gallon.

Note 2: Notwithstanding any other provisions for the tariff, the Fuel Surcharge Cost Adjustment Factor WILL APPLY to any charges/ trips applicable during the period that the Fuel Surcharge Cost Adjustment is in effect. It is at the discretion of the company to maintain a surcharge lower than the outline's calculation.

Note 3: The Fuel Cost Adjustment Factor WILL BE SHOWN SEPARATELY from the transportation/moving charges on documents for the purpose of identifying the amount as special fuel- related revenue.

Note 4: The carrier shall explain fully the fuel surcharge to be assessed prior to the move or during the estimate process.

South Carolina Fuel Surcharge

<u>Cost Per Gallon</u>	<u>Fuel Surcharge</u>
\$2.50- \$2.75	\$5/Per Truck/Per Day
\$2.75- \$3.00	\$10/Per Truck/Per Day
\$3.00- \$3.25	\$15/Per Truck/Per Day
\$3.25- \$3.50	\$20/Per Truck/Per Day
\$3.50- \$3.75	\$25/Per Truck/Per Day
\$3.75- \$4.00	\$30/Per Truck/Per Day
\$4.00- \$4.25	\$35/Per Truck/Per Day
\$4.25- \$4.50	\$40/Per Truck/Per Day
\$4.50- \$4.75	\$45/Per Truck/Per Day
\$4.75- \$5.00	\$50/Per Truck/Per Day
\$5.00-\$5.25	\$55/Per Truck/Per Day
\$5.25-\$5.50	\$60/Per Truck/Per Day
\$5.50-\$5.75	\$65/Per Truck/Per Day
\$5.75- \$6.00	\$70/Per Truck/Per Day

2.8 Overnight Storage

Overnight storage of a customer's items on a truck will be charged at a rate of \$150 per night/ per truck.

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2.9 Hotel Fee

For moves within South Carolina totaling more than 150 miles (calculated as the sum of the distance from the Gentle Giant Office to the origin of the move to the move destination and back to the Gentle Giant office), there will be a hotel fee of \$250 for two movers or \$275.00 for three movers per night.

2.10 Holding Fee

If customer needs items held on a truck for more than four (4) hours on a scheduled move day, the customer will be charged a fee of \$150.

Gentle Giant Moving Company (NC), LLC dba Gentle Giant Moving & Storage South Carolina Household Goods Tariff

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, we reserve the right to repair the damage(s) in question. If we determine that damage(s) cannot be repaired, customer will be compensated based on the level of coverage chosen, as set forth below.

3.1.1 Standard Valuation

This coverage is free with the customer move. In the event that anything is lost or damaged during the move, you will be reimbursed at \$0.60 per pound per article. That means if an item is damaged or lost, you are entitled to the value of the item or damage up to a maximum of the weight of the article times \$0.60 per pound. This value is often less than the actual value of your articles.

3.1.2 Depreciated Value Coverage

This coverage allows the customer to declare the total depreciated value of the shipment. If items are lost, damaged, or destroyed the customer is reimbursed the depreciated value of the goods declared or \$0.60 per pound per article, whichever is greater. This coverage costs \$0.50 for every \$100.00 of declared depreciated shipment value.

3.1.3 Full Replacement Coverage

This coverage allows the customer to declare the total value of their shipment. If articles are lost, damaged, or destroyed the customer is reimbursed the full value of the goods declared or \$0.60 per pound per article, whichever is greater. The coverage costs \$0.75 per \$100.00 of the declared total value of the shipment.

3.2 Presentation of Claims

If there is damage you discover on the day of your move, notify us immediately. All claims for loss, damage or overcharge must be written and attached to the Bill of Lading. In the event you have claims for concealed damage, The Company must be given a reasonable opportunity to inspect damaged items in their original packing. Our movers will complete a Damage Report before they leave your site.

If you discover damage after the move, call the office within 96 hours of your move.

The Carrier's liability shall not exceed the cost of repairing or replacing the lost or damaged property with material of like kind and quality. It shall also not exceed the actual cash value of the property at the time and place of loss, but in no event to exceed the released value.

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The carrier shall not be liable for loss or damage occurring after the property has been delivered to or receipted for by the consignee or shipper or authorized agent of either. When the Carrier is directed to unload or to deliver the property (or render any services) at a place at which the consignee or its agent is not present, the property shall be at risk of the owner after unloading or delivery.

Where the carrier is directed to load property from (or render any services at) a place or places at which the consigner or its agent is not present, the property shall be at risk of the owner before loading.

The Carrier's liability with regards to sets and matched pieces shall be limited to repair or depreciated replacement of the lost or damaged piece or pieces only and shall not extend to repair, replacement or recovering of the entire set, but in no event to exceed the released value.

No loss or damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Moving Services Agreement acknowledging this.

LIMITATION OF LIABILITY ON READY TO ASSEMBLE FURNITURE (Made from Press board, particle board, engineered wood or ready to assemble)

Ready to assemble furniture is defined as meaning furniture manufactured from pressboard, particle board, engineered wood or similar materials which is shipped from the manufacturer in the knocked down "KD" or knocked down flat "KDF" condition to be assembled by the retail store, reseller or end user. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration, even in air-ride trailers. It is not constructed to withstand the normal stress of a move as an assembled unit. Assembly instructions frequently suggest that the connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, un-repairable damage.

When a Shipper elects to ship an article as defined above, in no case shall the liability of the carrier exceed \$0.50 (fifty cents) per pound per article or \$60.00 (Sixty dollars) per article, whichever is greater.

Gentle Giant Moving Company (NC), LLC dba Gentle Giant Moving & Storage South Carolina Household Goods Tariff

3.3 Governing Publications

Our rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

We do not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. We will not accept responsibility for safe delivery of such articles if they come into our possession with or without our knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of the Company's Bill of Lading. The terms and conditions of the Bill of Lading are hereby incorporated by reference.

Electronic format of the above mentioned documents will be an acceptable format for paperwork between the Carrier, Customer, Office of Regulatory Staff and Public Service Commission.

3.6 Delays

The Company shall not be liable for any damages resulting from delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

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CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING

This contract is subject to all the rules, regulations, rates, and charges in Maximum Rate Tariff No. 1 on file with the North Carolina Utilities Commission including, but not limited to, the following terms and conditions:

SECTION 1. The carrier shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage-in-transit EXCEPT loss, damage, or delay caused by or resulting:

- (a) From an act, omission, or order of shipper;
- (b) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (c) From (1) hostile or warlike action in time of peace or war, including action in hindering combating or defending against an actual, impending, or expected attack: (A) by any government or sovereign power or by any authority maintaining or using military, naval, or air forces; or (B) by military, naval, or air forces; or (C) by an agent of any government, power, authority, or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence; (4) seizure or destruction under quarantine or customs regulations; (5) confiscation by order of any government or public authority; or (6) risks of contraband or illegal transportation or trade;
- (d) From strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder; and
- (e) From Acts of God.

SUBJECT, in addition to the foregoing, the following limitations apply on the carrier's liability:

The carrier's maximum liability shall be one of the following:

- (1) The actual loss or damage not exceeding \$.60 per pound of the weight of any lost or damaged article when the shipper has released the shipment to carrier, in writing, with liability limited to \$.60 per pound per article; or
- (2) Replacement value of the lost or damaged item beyond repair provided that shipper elects such valuation coverage and agrees to pay applicable rates or the option of satisfactory repairs.

FURTHER, a shipper's failure to notify the carrier in writing that an article or articles having a value that exceeds \$100 per pound will be included in the shipment will restrict the carrier's maximum liability to \$100 per pound for each pound of any lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment.

SECTION 2. The carrier shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier; nor shall the carrier be bound to transport by any particular schedule, means, vehicle, or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

SECTION 3 Shipper's or consignor's and/or consignee's liability shall include the following:

(a) The shipper (individual or commercial) and consignor upon tender of the shipment to carrier, and the consignee, upon the acceptance of delivery of shipment from carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with the applicable tariffs including, but not limited to sums advanced or disbursed by a carrier on account of such shipment. The extension of credit to either shipper or consignee for such unpaid charges shall not thereby discharge the obligation of either party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges.

(b) Shipper and/or consignor acknowledge that no explosives and/or dangerous articles or goods shall be contained in shipment. However, shipper and/or consignee shall indemnify carrier against any loss or damage caused by the negligent or intentional inclusion of explosives or dangerous goods therein. SECTION 4. If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, and were held without liability on the part of the carrier, at the cost of the owner, and subject to a lien for all accrued tariff and other lawful charges.

SECTION 5. If shipment is refused by consignee at destination, or if shipper, consignee, or owner of property fails to receive or claim it within fifteen (15) days after written notice of United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper fails or refuses to pay lawfully applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon notice in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days notice of which sale shall have been given in writing to shipper and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of lawful charges applicable to shipment and toward expenses of notice, advertising, and sale, and of storing caring for, and maintaining property prior to sale, and the balance, if any, shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration.

SECTION 6. As a condition precedent to recovery, a claim for any loss or damage, injury, or delay, must be filed in writing with carrier within nine (9) months after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such a claim will not be paid.